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AGREEMENT RUTGERS UNIVERSITY

Between

Hackensack City

CITY OF HACKENSACK



and

POLICEMEN'S BENEVOLENT ASSOCIATION, LOCAL NO. 9

January 1, 1984 through December 31, 1985

LAW OFFICES:

LOCCKE & CORREIA, P.A.
50 East Palisade Avenue
Englewood, New Jersey 07631

(201) 567-9090

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PREAMBLE

This Agreement entered into this 16th day of November 1984, by and between the CITY OF HACKENSACK, New Jersey, hereinafter referred to as the "city" and POLICEMEN'S BENEVOLENT ASSOCIATION, LOCAL NO. 9, hereinafter referred to as the "PBA".

ARTICLE I - GENERAL/PUBLIC EMPLOYEES

1.1 General

In order to increase general efficiency in the Police Department, to maintain the existing harmonious relationship between the Police Department and its employees and to promote the morale, rights, well-being and sincerity of the Police Department, the City and the PBA hereby agree as follows:

1.2 Public Employees

The Police Department and the individual members of the PBA are to regard themselves as public employees and are to be covered by the highest ideals of honor and integrity in all their public and personal conduct in order that they may merit the respect and confidence of the general public.

1.3 Probation Period

All employees shall serve a probationary period of twelve (12) months as mandated under N.J.S.A. 11:12-1 and 11:22-6 and shall have no seniority rights during this period but shall be subject to all other clauses of this Agreement. All employees who have successfully completed the probationary period shall be known as permanent employees and the probationary period shall be considered part of the seniority time.

ARTICLE II - SALARIES

2.1 The City of Hackensack hereby recognizes the Policemen's Benevolent Association, Local No. 9, as a sole and exclusive representative of all policemen and police officers, excluding the Chief and Deputy Chief in accordance with the provisions of Public Laws, Chapter 303. 1968.

2.2 The salaries for employees covered by this Agreement shall be as set forth on Appendix A.

ARTICLE III - HOLIDAYS

3.1 The City agrees to pay each member for eleven (11) holidays. Payment for such days shall be at straight time and shall be paid in a lump sum in December.

3.2 It is understood by the parties that in those cases wherein an officer serves for less than a full calendar year, he shall receive a pro rata share of his holiday pay.

3.3 If an officer dies while actively employed, his estate shall receive payment for his pro rata earned holiday benefit as outlined above.

3.4 Police officers while on sick leave or injury leave for a continuous period of time in excess of thirty (30) calendar days shall not receive service credit for the computation of holiday pay for each thirty (30) day period of absence.

ARTICLE IV - CLOTHING ALLOWANCE

4.1 As of January 1, 1984, the City shall pay Three Hundred Twenty Five (\$325.00) Dollars per year to officers for a clothing allowance, which allowance shall be payable each December. If an officer has not been in the employ of the City for a full calendar year, he shall be entitled to a pro rata share of the allowance.

4.2 If an officers dies while actively employed, his estate shall receive payment for his pro rata earned clothing allowance.

4.3 Police officers while on sick leave or injury leave for a continuous period of time in excess of thirty (30) calendar days shall not receive service credit for the computation of clothing allowance for each thirty (30) day period of absence.

4.4 Each new employee shall receive from the City, free of charge, a pistol, required leather per departmental specifications and rubber good (raincoat and boots). All of these items shall remain the property of the City.

4.5 This payment shall be made to plainclothed as well as uniformed employees.

4.6 If the City institutes changes the uniform or any part thereof, it shall provide, free of charge, any such changed items.

4.7 A police officer's uniform or personal equipment which are required by him in his capacity as a police officer, which may be damaged during the course of his employment, shall be replaced at the expense of the City, except where such damage is caused by the negligence of the employee. This paragraph shall be subject to the discretion of the Chief or his designee and such decision shall not be subject to arbitration.

ARTICLE V - SICK LEAVE

5.1 The City hereby agrees to provide fifteen (15) days of paid sick leave per full year of employment, such sick leave shall be accumulative with past practice, pursuant to Civil Service Law.

5.2 In the case of new officers not employed for the full year, such officers shall accumulate sick leave at the rate of one (1) day per month of employment. Thereafter employees shall accumulate sick leave at the rate of one and one-quarter ($1\frac{1}{4}$) day per month.

ARTICLE VI - RETIREMENT LEAVE

6.1 The City hereby agrees that upon notification of acceptance for retirement from the Police and Fire Retirement System, a police officer shall be paid One Hundred (100%) percent of his accumulated unused sick leave without limit. Such approved retirees must have been in the employ of the City for at least twenty-five (25) years, except in the case of disability retirement.

6.1 (a) All unit members hired after January 1, 1985, shall be paid seventy-five (75%) percent of their accumulated sick leave, not to exceed fifty (50%) percent of their final annual salary as defined in 6.4 below.

6.2 In the event an active employee dies prior to retirement, without respect to years service, the employees estate shall receive the retirement leave payment.

6.3 Wherever an employee has rendered police service in another municipality and has thereafter joined the Police Department of the City of Hackensack, such service in the other municipality may, with the approval in writing of the City Manager, be included within the aforementioned period of twenty-five (25) years.

6.4 For purposes of computing the retirement leave benefit based upon sick days, such sick day shall be paid at the rate of 1/260 times the retiree's final annual salary. Final annual salary shall be the summation of base salary, longevity, education and any detectives pay.

ARTICLE VII - VACATION LEAVE

7.1 The City hereby agrees to provide a paid vacation in accordance with the following schedule:

<u>Entering Service Year</u>	<u>Annual Vacation Leave</u>	<u>Maximum Splits Submitted</u>
1 to 9 Years	14 Working Days	1 (2 vacation periods)
10 to 19 Years	18 Working Days	1 (2 vacation periods)
20 Years or More	25 Working Days	2 (3 vacation periods)

7.2 Additional splits may be authorized by the Police Chief to facilitate scheduling.

ARTICLE VIII - MATRIMONIAL LEAVE

8.1 The City hereby agrees to grant four (4) calendar days leave with full pay when a member of the Department marries.

ARTICLE IX - LONGEVITY PAY

9.1 The City hereby agrees to continue in full force and effect the existing longevity program which provides for one (1%) percent for every two (2) year without a maximum limitation.

9.2. The calculations and determinations of the longevity pay shall be in accordance with the following system:

9.3 In addition to the salary ranges indicated, each employee will receive longevity pay of one (1%) percent for each two (2) years of service, computed on the amount of the base salary of the employee at the time he becomes eligible for such longevity payment. In order to qualify for such longevity pay, the employee must have earned each two (2) years service credit on or before January 4, March 31, June 30 or September 30, in order to receive the added one (1%) percent longevity pay for the ensuing quarters. Whenever an employee receives an increase in salary during the year as the result of a change in base salary for promotion, increment and a new position, the employee will receive longevity increase on the new base salary at the same percentage as heretofore received on the prior base salary. Additional compensation of any nature, including overtime, will not be considered in computing longevity payments. Longevity payments will be computed from the time the employees was first employed on a full time basis by the City.

Leaves of absence without pay, with the exception of employees on official leave of absence due to military duty, will not be considered in determining the length of service.

9.3 (a) All unit members hired after January 1, 1985, will receive 2% longevity pay for every four (4) years of service. The longevity pay for unit members hired before January 1, 1985, will remain as set forth in Article 9.3. There will be no maximum limitation on longevity pay for any unit member, regardless of hiring date.

ARTICLE X - OVERTIME

10.1 Overtime will be paid for any time spent on duty in excess of the normal tour of duty with a work day consisting of eight (8) continuing hours including reasonable meal and break periods in accordance with established procedures. The average work week shall be forty (40) hours. Same shall be paid except, as hereinafter set forth, at the rate of time and one-half.

10.2 Specialized departments (Detective Bureau, Narcotic Bureau, Youth Division and B.C.I.) shall receive no overtime of any kind, either paid or recorded except as herein otherwise provided.

10.3 Recorded overtime shall include training time. Pistol team training time shall be recorded as a total of twenty-four (24) hours per year for each individual, provided, however, that in order to be entitled to such time the individual members must have completed seventy-five (75%) percent of their matches and two (2) of the last three (3) matches. Members of the specialized departments hereinabove referred to, if engaging in pistol team training time, shall be entitled to have recorded on their overtime twenty-four (24) hours per year provided said persons shall have complied with the requirements for recorded overtime for pistol team training time as hereinabove set forth.

10.4 Additional recorded overtime may be allowed at the option of the Chief.

10.5 Some training may, at the discretion of the Chief, be paid at the rate of time and one-half.

10.6 The parties hereby covenant and agree that in accordance with existing practice in effect in the Hackensack Police Department, recorded overtime shall be payable at the straight time rate in effect at the time of payment of said recorded overtime.

10.7 Recorded overtime may, in the sole discretion of the Chief, be used on those cases where an individual shall have utilized all of his sick days and where an individual may require additional sick leave time.

10.8 Anything to the contrary notwithstanding contained herein, it is covenanted and agreed that recorded overtime may be paid off at any time in the discretion of the City of Hackensack provided, however, that where such option exercised such payment may not reduce the amount of an individual below a total of one hundred (100) hours. This minimum of one hundred (100) hours shall be kept on the books to be paid to the individuals in whose favor such overtime exists at the time final payment is to be made.

10.9 Payment of such recorded overtime shall be made either at the retirement of an individual, his termination, or in the event of death to his estate.

10.10 Effective January 1, 1982, with respect to the specialized departments (Detective Bureau, Narcotic Bureau, Youth Division and Bureau of Criminal Investigation), these employees shall receive an annual increment of One Thousand Four Hundred (\$1,400.00) Dollars which shall be in lieu of overtime. Those employees shall be compensated however for court appearances on their off duty time pursuant to Article 10.12 of the contract.

10.11 Traffic Bureau

Effective January 1, 1983, whenever any employee assigned to the Traffic Bureau is on call, said employee shall receive an additional two (2) hours compensation at the straight time rate in cash over and above that currently provided for each on call day.

10.12 Court Appearances

Effective September 1, 1982, all personnel covered by this Agreement shall receive compensation at the time and one-half rate for each court appearance when he is called in during off duty hours regardless of said employee's division or assignment with a minimum guarantee of two (2) hours for each such appearance actually required in court. The employee shall have the sole option of receiving either

cash at the premium rate or compensatory time (one and one-half hours for each overtime hour worked). If compensatory time is selected by the employee, it shall be taken pursuant to departmental practices and procedures currently in existence.

ARTICLE XI - HEALTH BENEFIT INSURANCE PROGRAM

11.1 All Association members covered by this Agreement and eligible members of their families shall be entitled to the following coverage:

11.2 (1) Hospitalization, Major Medical and Rider "J" or its equivalent.

11.3 (2) Hospitalization, Major Medical and Rider "J" or its equivalent coverage for all Association retirees, as defined by the Police and Firemen's Retirement System, to commence at age fifty-five (55) until such time as he becomes eligible for Medicare, except for disability retirees wherein the age limit of fifty-five (55) shall be waived.

11.4 At age sixty-five (65), coverage to be for employees' (not spouse) Medicare only.

11.5 Each retiree shall be responsible to notify the City when he becomes fifty-five (55) and again when he becomes age sixty-five (65) for inclusion in the subject insurance coverage.

ARTICLE XII - DENTAL PLAN

12.6 Effective January 1, 1985, the City and the Members of the P.B.A. shall provide a Dental Benefit Insurance Program during the term of this Agreement sponsored by the New Jersey Dental Service Plan, Inc., being Program III-A, together with orthodontic coverage not to exceed \$800 per year per patient, subject to the following conditions:

- a) The City shall pay the lessor of 50% of the enrollee's annual premium or \$150.00 (pro rata for mid-year enrollees) and the enrollee shall pay the balance through periodic payroll deductions.
- b) It is understood and agreed that no employee shall be obligated to participate in said program. Once enrolled, at the inception of the program or subsequently at future bi-annual enrollment dates, an employee may voluntarily terminate his enrollment, however, re-enrollment at a later date during continuous employment with the City will be denied.
- c) Part-time and seasonal employees shall not be eligible for this insurance.
- d) Nothing contained herein shall preclude the City from self-insuring this benefit or assigning same to another insurance company provided however that the coverage provided by such change shall not be substantially different from that previously enjoyed.
- e) The City's contribution as herein above set forth shall continue for as long as the enrolled employee continues to be employed by the City and received a bi-weekly pay check.
- f) Once enrolled, the employee may not voluntarily change his or her enrollment status (i.e. single, husband and wife, parent and child, family) unless the change is as a result of a bonafide status change (i.e. birth, marriage, death, divorce, adoption, emancipation of dependent child).
- g) All enrollees shall pay their share of the monthly premium via payroll deductions which shall be withheld and paid one month in advance of coverage.

ARTICLE XIII - AGENCY SHOP

Section 1. Any permanent employee in the bargaining unit on the effective date of this Agreement who does not join the Union within thirty (30) days thereafter, and any new permanent employee who does not join within thirty (30) days of initial employment within the unit, and any permanent employee previously employed within the unit who does not join within ten (10) days of reentry into employment with the unit shall, as a condition of employment, pay a representation fee to the Union by automatic payroll deduction. The representation fee shall be in an amount equal to eighty-five (85%) percent of the regular Union membership dues, fees and assessments as certified to the employer by the Union. The Union may revise its certification of the amount of the representation fee at any time to reflect changes in the regular Union membership dues, fees, and assessments. The Union's entitlement to the representation fee shall continue beyond the termination date of this Agreement so long as the Union remains the majority representative of the employees in the unit, provided that no modification is made in this provision by a successor agreement between the Union and the employer.

Section 2. The Union agrees that it will indemnify and save harmless the City against any and all actions, claims, demands, losses or expenses (including reasonable attorneys' fees) in any matter resulting from action taken by the City at the request of the Union under this Article.

Section 3. The City shall deduct union dues in accordance with State Statutes.

ARTICLE XIV - FUNERAL LEAVE

14.1 The City hereby agrees to provide four (4) calendar days off at full pay for death in the immediate family. Immediate family is hereby defined to include only the following: spouse, child, mother, father, brother, sister, grandparents, grandchildren, and all direct and related in-laws.

ARTICLE XV - EDUCATION

15.1 Association members taking police science related degree programs shall be reimbursed for the cost of tuition, when approved in advance in writing by the Chief of Police. The total accumulation of allowable credits shall not exceed sixty-nine (69) credits. Such approval will not be unreasonably withheld. Whatever sums of money are to be allotted for taking such courses are subject to agreement between the Chief of Police and the employee prior to any commitment.

15.2 The taking of any such course shall be on a voluntary basis only. Reimbursement shall be forfeited if the course requirements are not successfully completed or are in excess of sixty-nine (69) credits.

15.3 The City hereby agrees that there shall be added to and made a part of the remuneration of each member of the Association, the sum of Ten (\$10.00) Dollars per annum for each college credit to a maximum of sixty-nine (69) credits successfully completed towards an Associate Degree in Police Science at a recognized institution of higher learning. Any course less than forty (40) hours in instruction will not be approved. Remuneration will be paid on a bi-weekly basis computed on the number of credits successfully completed as of December 31 of the preceding year. Such additional remuneration shall be paid notwithstanding the maximum salary heretofore provided and upon presentation to the Police Chief of a proper certification of

successful course completion.

15.4 Association members who have exceeded the maximum credit limit of sixty-nine (69) prior to January 1, 1979, shall not lose his benefit on their excess credits. Credit shall be granted for forty (40) hour police courses taken in a Police Academy or other approved school, which are approved by the Chief prior to the taking of such courses.

ARTICLE XVI - GRIEVANCE AND ARBITRATION PROCEDURE

16.1 A "grievance" shall be any difference of opinion, controversy or dispute arising between the parties hereto relating to the alleged violation, interpretation or application of any of the provisions of this Agreement.

16.2 A grievance must be initiated by the employee within fifteen (15) calendar days from the time the employee knew or should have known of its occurrence.

16.3 Failure at any step of this procedure of the employer or its representative to communicate the decision on a grievance within the specified time limits shall permit the employee to proceed to the next step. Failure at any step of this procedure of the employee to appeal a grievance to the next step within the specified time limits shall be deemed to be acceptance of the decision rendered at that step.

16.4 It is understood that employees shall, during and notwithstanding the pendency of any grievance, continue and observe all assignments and applicable rules and regulations of the City until such grievance has been fully determined.

16.5 Step One

The grievance shall be discussed by the employee involved with his immediate supervisor. The answer by the said supervisor

shall be in writing and shall be rendered to the employee within seven (7) calendar days of the close of the said discussion.

16.6 Step Two

If the grievance is not settled by Step One, within seven (7) calendar days of receipt of the answer at Step One, the grievance shall be reduced to writing by the employees and submitted to the Police Chief, or any person designated by him, and the answer to such grievance by the said Police Chief shall be in writing and shall be rendered to the individual employees within seven (7) calendar days of submission.

16.7 Step Three

If the grievance is not settled at Step Two, the employee shall have the right within seven (7) calendar days of the receipt of the answer at Step Two to submit such grievance to the City Manager for his consideration. A written answer ^{by} to the said City Manager shall be rendered to the individual employee within ten (10) calendar days of submission.

16.8 Step Four

If the grievance is not settled at Step Three, the individual employee shall have the right within seven (7) calendar days of receipt of the answer at Step Three to pursue all legal remedies afforded by the provisions of the Civil Service Act or to submit such grievance to an arbitrator. The arbitrator shall be selected in accor-

dance with the Rules and Regulations of the New Jersey Public Employment Relations Commission. The arbitrator shall have full power to hear the disputes and make a final determination, which shall be binding on all parties. The arbitrator shall not have the right to add to, subtract from or modify this Agreement in any manner. Each party shall share equally in the cost of the arbitrator. The employee shall have the right to be represented by the Association or a representative of his own choosing at all steps of this procedure, except Step One.

16.9 Work Stoppages

Since adequate grievance procedures are provided in this Agreement and since binding arbitration has been agreed to, the Association agrees that it will not engage in, encourage, sanction or suggest strikes, slow-downs, mass resignations, mass absenteeisms or any other similar action which would involve a work stoppage that may disturb or interfere with the orderly operation of the City's facilities.

16.10 Conflicts Between Grievance Procedure and Rules and Regulations

If in the event of any conflict between the provisions of this Grievance Procedure and the Rules and Regulations governing the Police Department of the City of Hackensack, the Rules and Regulations of the Police Department of the City of Hackensack shall govern.

ARTICLE XVII - MANAGEMENT RIGHTS

17.1 The City hereby retains the right to manage and control its Police Department facilities and in addition retains the right to direct the working force, hire, promote, transfer, discipline or discharge employees for just cause.

17.2 The City, in accordance with applicable laws and regulations, retains full jurisdiction and authority over matters of policy and retains the right to relieve employees from duties because of lack of work, lack of cooperation and initiative, or other legitimate reasons, in order to maintain the efficiency of the Police Department facilities entrusted to them and to determine the methods, means, and personnel by which such operations are to be conducted, and further to take whatever other actions deemed necessary to carry out the mission of the Police Department in any situation whatsoever.

ARTICLE XVIII - SEVERABILITY AND SAVINGS

18.1 Should any part of this Agreement be held unlawful and un-enforceable by any court of competent jurisdiction, such decision of the court shall apply only to the specific portion of the Agreement affected by such decision.

ARTICLE XIX - INJURY LEAVE

19.1 Whenever an employee is incapacitated from duty because of an injury or ailment sustained or incurred in the performance of his duty, he shall be entitled to injury leave with full pay at the rate of pay in existence at the time of his injury, for one (1) year commencing with the date of his injury, illness or disability; or until such time as he has been accepted for retirement by the Police Pension System. Any payments of temporary disability insurance by the City of its Workmen's Compensation Insurance Carrier shall be credited toward the full pay set forth above. If the illness continues beyond one (1) year, he shall be paid on the basis of his accumulated sick leave.

19.2 The City may require that the injury, illness or disability be evidenced by a certificate of a physician designated by the Police Department to examine the employee.

ARTICLE XX - PERSONAL DAY

20.1 Each January 1, one (1) personal day off with pay shall be granted to all members of the bargaining unit to be used within that calendar year.

20.2 This personal day shall be requested, in writing, seventy-two (72) hours in advance, and approved by the Chief of Police. This day shall not be used before or after a scheduled vacation period or a legal holiday as defined by the State of New Jersey.

20.3 A police officer shall be eligible for this benefit only upon completion of twelve (12) months of active employment.

ARTICLE XXI - PERSONNEL FILES

21.1 A personnel file shall be established and maintained for each employee covered by this Agreement. Such files are confidential records and shall be maintained in the office of the Chief of Police, and may be used for evaluation purposes by the Police Chief or City Manager.

21.2 Upon advance notice and at reasonable times, any member of the Police Department may review his personnel file. However, this appointment for review must be made through the Chief of Police or his designated representative at times mutually convenient.

21.3 Whenever a written complaint concerning an officer or his actions is to be placed in his personnel file, a copy shall be made available to him and he shall be given the opportunity to rebut it if he so desires, and he shall be permitted to place said rebuttal in his file. When the employee is given a copy of the complaint, the identification of the complainant shall be excised. However, if any disciplinary action is taken based on any complaint, then the employee shall be furnished with all known details of the complaint, including the identity of the complainant.

21.4 All personnel files will be carefully maintained and safeguarded permanently, and nothing placed in any file shall be removed therefrom. Removal of any material from a personnel file by any member of the force shall subject that member to appropriate disciplinary action.

ARTICLE XXII - STATEMENT OF ACCUMULATION

22.1 Each employee shall be supplied with a written certification from the City during each calendar year, which shall state the number of accumulated vacation days, sick days, personal day and any other time which is available to the officer.

ARTICLE XXIII - INVESTIGATION OF POLICE OFFICER

23.1 In an effort to insure that departmental investigations when the employee is subject to suspension or termination are conducted in a manner which is conducive to good order and discipline, the following rules are hereby adopted:

- (1) The interrogation shall take place at a location designated by the Chief of Police.
- (2) The member of the force shall be informed of the nature of the investigation before any interrogation commences. When it is determined that an officer is a target of the investigation, he shall be notified.
- (3) The questioning shall be reasonable in length.
- (4) No promise of reward shall be made as an inducement to answering questions.
- (5) At every stage of the proceedings, the Department shall afford an opportunity for a member of the force to have a P.B.A. representative present.
- (6) Nothing herein shall be construed to deprive the Department or its officers of the ability to conduct the routine and daily operations of the Department.

ARTICLE XXIV - DURATION

24.1 The term of this Agreement shall be from January 1, 1984 through December 31, 1985.

24.2 IN WITNESS WHEREOF, the parties hereto have caused to be signed by their respective presidents and secretaries, all on the day and year written.

ATTEST:

Patricia Hayer
City Clerk (Deputy)

CITY OF HACKENSACK:

By:

John C. Bo
Mayor

ATTEST:

Rose E. Hanulak

Joseph J. Squillace
City Manager

HACKENSACK POLICEMEN'S
BENEVOLENT ASSOCIATION,
LOCAL NO. 9

John A. Murphy
President, PBA Local No. 9

John A. Murphy
State Delegate

Dated:

November 16, 1984

APPENDIX A
BASE SALARIES

	<u>EFFECTIVE</u> <u>1/1/84</u>	<u>EFFECTIVE</u> <u>7/1/84</u>	<u>EFFECTIVE</u> <u>1/1/85</u>	<u>EFFECTIVE</u> <u>7/1/85</u>
<u>Police Officer</u>				
Step 1	\$ 11,656	\$ 11,938	\$ 12,219	\$ 12,500
Step 2	16,213	16,775	17,338	17,900
Step 3	20,769	21,613	22,456	23,300
Step 4 (max)	25,625	26,750	27,875	29,000
Sergeant	28,061	29,186	30,311	31,436
Lieutenant	29,497	30,622	31,747	32,872
Captain	31,374	32,499	33,624	34,749

The prior step movement procedure shall continue.